

UNITED STATES DISTRICT COURT :
EASTERN DISTRICT OF NEW YORK :

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PHILADELPHIA INDEMNITY INSURANCE :
COMPANY, :

CIVIL ACTION NO. 2:17-cv-03115

Plaintiff, :

DEFENDANT AMAZON.COM'S FIRST
SUPPLEMENTAL ANSWERS TO
PLAINTIFF'S FIRST SET OF
INTERROGATORY DEMANDS

- against - :

AMAZON.COM, INC. and AMAZON.COM
LLC,

Defendants.

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AMAZON.COM, INC. and AMAZON.COM X
LLC,

Third-Party

Plaintiff,

- against -

A. & K SUSHI CORP,

Third-Party

Defendant.

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Defendants Amazon.com, Inc. and Amazon.com LLC ("Amazon") hereby respond to Plaintiff's First Set of Interrogatory Demands, subject to the objections stated below. Amazon reserves the right to supplement these answers should additional information become available.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: If Defendants did not manufacture the Subject Unit:

- (a) state whether or not Defendant(s) had a contract with the manufacturer of the Subject Unit and produce a copy of said contract;
- (b) state how much money Defendant(s) received/distributed with regards the Subject Unit, including but not limited to, the amount of money Defendant(s) received from the purchaser, the amount of money Defendant(s) tendered to any other entity (and include the name(s) of the

entity(ies) Defendant(s) tendered money to), and the net amount of money Defendant(s) received regarding this transaction.

- (c) describe the method by which Defendant(s) is compensated with regards any involvement Defendant(s) had with regards the Subject Unit.
- d) produce all records indicating how Defendant(s) were compensated in any fashion with regards Amazon order number 002-9067248-1552243 to Daniel Kim (see document previously produced at PLTF000009-10).

ANSWER: Amazon objects that this Interrogatory is overbroad, unduly burdensome, and seeks irrelevant evidence to the extent it seeks financial information beyond the sales transaction at issue in this litigation. Amazon is limiting its answer to the transaction at issue. Amazon further objects that subpart (d) of this Interrogatory is a request for production, not an interrogatory.

Subject to and without waiving these objections, and per the limitation stated above, Amazon responds:

(a) Glantop assented to the *Amazon Services Business Solutions Agreement* when it registered to list goods as a third-party seller on the Amazon marketplace. The *Amazon Services Business Solutions Agreement* governs the relationship between Amazon and third-party sellers, but it does not directly impose requirements on manufacturers.

(b) In its role as a service provider and payment processor, Amazon collected \$199.89 from the purchaser of the Subject Unit. Amazon generally charges sellers a referral fee of 15% for kitchen products. Additionally, Amazon charges service fees for third-party sellers who use the FBA service. Amazon will produce its fee schedule for Amazon marketplace transactions and information regarding its fees for the FBA service. Amazon remitted the sale price to the seller, less its service fees.

(c) Amazon charges a referral fee from third-party sellers on the Amazon marketplace, which is usually equal to a percentage of the sale price of an item. Amazon also charges service fees for third-party sellers who use the FBA service. Amazon will produce its fee schedule for Amazon marketplace transactions and information regarding its fees for the FBA service.

(d) Amazon will produce its fee schedule for Amazon marketplace transactions and information regarding its fees for the FBA service.

SUPPLEMENTAL ANSWER: Amazon objects that this Interrogatory is overbroad, unduly burdensome, and seeks irrelevant evidence to the extent it seeks financial information beyond the sales transaction at issue in this litigation. Amazon is limiting its answer to the transaction at issue. Amazon further objects that subpart (d) of this Interrogatory is a request for production, not an interrogatory.

Subject to and without waiving these objections, and per the limitation stated above, Amazon further responds:

(b) In its role as a service provider and payment processor, Amazon generally charges sellers a referral fee of 15% for kitchen products. Additionally, Amazon charges service fees for third-party sellers who use the FBA service. For the transaction under Order ID 003-9067248-1552243 involving the Subject Unit, Amazon collected \$199.89 from the purchaser of the Subject Unit. Amazon charged Glantop \$41.59 in fees and remitted \$158.30 to Glantop.

(c) Amazon charges a referral fee from third-party sellers on the Amazon marketplace, which is usually equal to a percentage of the sale price of an item. Amazon also charges service fees for third-party sellers who use the FBA service. For the transaction under Order

ID 003-9067248-1552243 involving the Subject Unit, Amazon collected \$199.89 from the purchaser of the Subject Unit. Amazon charged Glantop \$41.59 in fees and remitted \$158.30 to Glantop.

(d) Amazon will produce Glantop's Seller Central transaction view for Order ID 003-9067248-1552243 involving the Subject Unit which shows the total product charge, Amazon's fees, and the sales price remitted to Glantop.

DATED: Melville, New York
January 4, 2019

Yours, etc.,

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